



April 20, 2016

Hidalgo County Court House
100 N. Closner Blvd
Edinburg, TX 78539

RE: Esparza Pest Control and Eco Logic System, Inc.

IMPORTANT: This is a standard cover letter detailing the appropriate insurance designated by the symbol "x". If you are not in agreement please contact us immediately.

_____The [_____] policy does not contain a special endorsement with "Primary and Non-contributory" wording.

____The [General Liability] policy contains a special endorsement with "Primary and Noncontributory" wording.

_____ Due to filing requirements of the Texas Department of Insurance, the insurance company is only permitted to use additional insured endorsement # (number, edition date).

_____The insurance company allows only the certificate holder to be shown as an additional insured and does not allow the listing of multiple persons as additional insured's.

_____The contractual liability coverage provided by the policies is standard and may not cover all liabilities assumed by the named insured under its contract with the certificate holder.

_____The general liability policy includes endorsement (number edition date) that eliminates coverage for the sole negligence of a third party assumed by contract.

_____The insurance company does not allow a waiver of subrogation endorsement on the [_____] policy.

_____Due to filing requirements of the Texas Department of Insurance, the insurance company is only permitted to use waiver of subrogation endorsement # (number, edition date).

_____The policy includes an endorsement providing that (30 days) notice of cancellation [or coverage change] will be furnished to the certificate holder.

Confidentiality Notice: This facsimile transmission and any files attached hereto contain confidential information from the Shepard Insurance Agency. Coverage cannot be bound or altered without the prior consent of a licensed insurance agent. This information is intended solely for use by the individual entity named as the recipient. If you are not the recipient, be aware that any disclosure, copying, distribution, or use of the contents of this transmission is prohibited. If you have received this transmission in error, please notify us by telephone or E-mail immediately.

_____The insurance company will not provide notice of cancellation to certificate holders.

_____The [] policy includes a blanket notice of cancellation to certificate holders endorsement, providing for [] days' advance notice if the policy is canceled by the company other than for nonpayment of premium, [] days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

_____The Alternate Employer Endorsement will follow when the work comp carrier endorses the policy.

x_____ We have issued an industry-standard ACORD certificate of insurance for our customer. A law passed by the Texas Legislature effective January 1, 2012 (Senate Bill 425) prohibits us from adding special wording to the certificate that would (1) alter, amend or extend coverage or terms and conditions provided by the insurance policy; or (2) provide false or misleading information concerning the insurance policy; or (3) refer to a legal or insurance requirement contained in a contract. For more information regarding the law, please go to this website:

<http://www.tdi.texas.gov/rules/informal1216.html>

We appreciate the opportunity to be of service.

Thank you,

Patricia Cantu, CSR
Commercial Lines Account Manager

Shepard Insurance Agency

5801 N. 10th Street, Suite #300

McAllen, Texas 78504

P: (956) 686-3888; F: (956) 682-5650

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

BLANKET AS REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV -- COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS ADDITIONAL INSURED –
OWNERS, LESSEES OR CONTRACTORS –
SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
BLANKET AS REQUIRED BY WRITTEN CONTRACT	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations. "Name of Person or Organization: "Blanket as required by written contract"</p> <p>When the primary language is required by the contract, the following will be applied.</p> <p>"It is further agreed that such insurance as is afforded by the policy for the benefit of the additional insured's shall be primary insurance, but only as respects any claims, loss or liability arising out of the Named Insured's operations and any insurance maintained by the additional insured shall be non-contributing."</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However, if you have entered into a construction contract subject to Subchapter C of Chapter 151 of Subtitle C of Title 2 of the Texas Insurance Code with the additional insured shown in the Schedule, the insurance afforded to such person(s) or organization(s) only applies to the extent permitted by Subchapter C of Chapter 151 of Subtitle C of Title 2 of the Texas Insurance Code.

B. With respect to the insurance afforded to these additional insured's, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.